

Expectations Management B.V. General Terms and Conditions

Article 1 General

1. These General Terms and Conditions apply to all offers, quotations and agreements between Expectations Management B.V. (hereinafter "Expectations") and its counterparty (hereinafter "the Customer").
2. The applicability of the general terms and conditions of any party other than Expectations is expressly excluded.
3. If the Customer purchases the services of Expectations on behalf of a third party, the Customer will ensure that said third party also reads and accepts these General Terms and Conditions. In that case, said third party will be subject to the same rights and obligations as the Customer on the grounds of these General Terms and Conditions.
4. If any provision of these general terms and conditions becomes or is declared invalid or non-binding, the other provisions of these General Terms and Conditions will continue to apply in full between Expectations and the Customer. Expectations and the Customer will replace the invalid provision with a valid provision that is as similar in purport as possible.
5. Expectations is entitled to amend these General Terms and Conditions and the agreement to which these General Terms and Conditions apply. In that case, Expectations will notify the Customer of such in writing. The amended General Terms and Conditions and/or agreement will come into force one month after the written notification referred to in the previous sentence, unless the Customer has objected to the amendment or change in writing.
6. The content of these General Terms and Conditions can only be deviated from in writing.

Article 2 Offers and quotations

1. All offers and quotations provided by Expectations, whether in the form of price lists, printed matter, brochures or otherwise, including verbal offers/quotations and other statements made by Expectations employees, are always without obligation, unless otherwise stated in writing.
2. The Customer guarantees the correctness and completeness of the information provided by or on their behalf to Expectations and on which Expectations bases its offer.

Article 3 Agreements

1. An agreement between Expectations and the Customer (hereinafter "the Agreement") is concluded in writing, yet only after Expectations has confirmed the existence of the agreement in writing or execution of the Agreement has commenced.
2. The order that Expectations will execute for the Customer is set out in the Agreement.
3. Expectations reserves the right at all times to refuse an order without stating reasons. Expectations will inform the Customer of the refusal concerned as soon as possible. Should Expectations decide to refuse an order, Expectations will be under no obligation whatsoever to pay the Customer any compensation.
4. Subject to proof of the contrary, Expectations' records are regarded as proof of the Agreement between Expectations and the Customer.
5. For the performance of the Agreement, Expectations will use a cloud application software tool to explore, analyse and organise their Customer's expectations (hereinafter: "the Expectations Monitor").
6. Expectations may make use of third parties for the performance of the Agreement.

Article 4 Delivery

1. Delivery will occur as set out in the Agreement.
2. Expectations will ensure that, at the commencement of the Agreement, the Customer is able to access the Expectations Monitor using their login ID with due observance of the provisions of the Agreement.
3. Upon delivery, Expectations will provide the Customer with a user name and password which will allow the Customer to use the Expectations Monitor.

Article 5 Price and payment

1. Unless otherwise stated, all prices offered by Expectations, including those stated on Expectations' website and in its offers, brochures, printed matter and agreements, are exclusive of VAT.
2. Payment must be made within the period stated on the invoice. The agreed payment terms are strict deadlines. If Customer fails to make timely payment of an amount owing to Expecta-

tions, interest on the outstanding amount will be payable from the day after the aforementioned payment date, at the statutory commercial interest rate as defined in and in accordance with the provisions of Section 119a of Book 6 of the Dutch Civil Code, without prejudice the Supplier's right to compensation of any extrajudicial collection costs calculated on the principal sum in accordance with the Extrajudicial Collection Costs (Fees) Decree of 1 July 2012, and without prejudice to the Supplier's right to compensation for any legal costs and other losses incurred.

3. If an Agreement is performed in parts, Expectations is entitled to invoice each part separately.
4. The Customer is not entitled to set off or suspend a payment.
5. Expectations has the right to refuse the Customer access to the Expectations Monitor if payment is not made (within the applicable term).

Article 6 Liability

1. Expectations will make every effort to ensure that the Expectations is works flawlessly. If and insofar as any errors are identified, Expectations will make every effort to resolve these errors in the shortest possible time.
2. Expectations is not liable for any loss or damage resulting from the use of the Expectations Monitor and any errors in the Expectations Monitor, loss of data, shortcomings in the services provided by Expectations and any ensuing (consequential) loss or damage, except in the event of intent or gross negligence on the part of Expectations and unless the law dictates otherwise.
3. Expectations is not obliged to fulfil any obligation, explicitly also including any guarantee obligation agreed between the parties, if it is prevented from doing so due to force majeure. Force majeure is understood to include:
 - a. force majeure caused by a third party engaged by Expectations;
 - b. government measures;
 - c. power failures, computer failures, loss or malfunction of computer, internet and/or telecommunication networks affecting Expectations and/or the Customer;
4. The parties will inform each other as soon as possible of a situation of force majeure.

Article 7 Confidentiality

1. The parties are obliged to observe the highest degree of confidentiality with regard to all their companies' internal information that is disclosed to the other party during the term of the Agreement. The parties will make every effort to prevent the other party's information from being disclosed to or falling into the hands of any third party. This does not apply if the disclosing party can demonstrate that certain information is already publicly known, other than through violation of this obligation of confidentiality, or if a party is obliged by a competent (judicial) authority to disclose confidential information.
2. The parties may also provide in the Agreement that designated third parties may also take cognizance of data generated by the Expectations Monitor.

Article 8 Intellectual property

1. All intellectual property rights in the Expectations Monitor rest with Expectations.
2. The Customer and any third party involved in the Agreement are not permitted to disclose and/or reproduce any property, and in particular the Expectations Monitor, the intellectual property rights of which rest with Expectations, without the prior written consent of Expectations or its licensor(s).
3. When entering into the Agreement, the Customer will obtain from Expectations permission, in the form of a licence, to use the Expectations Monitor (hereinafter "the License"), as the Customer will in that case receive the License from Expectations. Use by the Customer other than that defined in the Agreement and/or the accompanying appendix during the term of the Agreement is not permitted.
4. The Licence is granted for the term of the Agreement.
5. The Licence is also subject to the following restrictions:
 - a. the Customer is not permitted to allow a third party to use the Expectations Monitor or to use it for the benefit of a third party;
 - b. the Customer is not permitted to change, adjust or modify the Expectations Monitor;
 - c. the Customer is not permitted to reconstruct the source code of the Expectations Monitor by means of reverse engineering;
 - d. The Customer is not permitted to remove any designation regarding copyrights, brands, trade names or other (intellectual) property rights from the Expectations Monitor.

Section 9 Maintenance

1. The nature of the Expectations Monitor implies that the Expectations Monitor must be maintained regularly and/or that the Expectations Monitor must be replaced by a new version.
2. Maintenance and updates for the Expectations Monitor are included in the License fee agreed in the Agreement. The customer will take delivery of updates and install them as necessary.
3. The Customer is obliged to allow personnel of Expectations and / or third parties engaged by Expectations to perform any necessary work and to cooperate with Expectations in any other way as could reasonably be expected.
4. Expectations is entitled to engage third parties to perform maintenance.
5. Expectations will regularly check the Expectations Monitor for errors. If a fault occurs, Expectations will make every effort to rectify the fault within a reasonable period of time.
6. Expectations ensures that the updates and new versions are adapted to the Dutch and European regulations applicable at the time.
7. The duration of Expectations' maintenance obligation is linked to the duration of the Agreement.

Article 10 Dates

1. Expectations will not use the personal data collected by the Customer using the Expectations supplied by Expectations nor make it available to any third party. Expectations reserves the right to use sector-related data obtained with the Expectations Monitor for its own benefit and to share it with third parties.
2. The Customer will grant Expectations access to the data generated by the Expectations Monitor at all times.
3. Expectations guarantees that the Expectations Monitor complies with the requirements imposed in relation to the lawful processing of personal data.
4. The Customer is responsible for its own storage and use of the data the Customer obtains using the Expectations Monitor. The Customer guarantees to Expectations the data entered into the Expectations Monitor is not unlawful, has not been obtained unlawfully and does not infringe the rights of any third party. The Customer indemnifies Expectations against any claims from third parties in connection with the processing of data or the performance of the Agreement between Expectations and the Customer. Expectations cannot be held liable in any way whatsoever for any loss of data, unless that loss is a direct result of intent or gross negligence on the part of Expectations.
5. Customer data received using the Expectations Monitor during the term of the Agreement may also be used by the Customer after the Agreement has expired.
6. Back-ups of the data generated using the Expectations Monitor will always be kept for 7 days.

Article. 11. Termination

1. If the Agreement has been entered into for a definite period, it will automatically be renewed by operation of law for 12 months, unless either party gives notice of termination by registered letter no later than one month before the end of the applicable term of the Agreement.
2. Expectations may dissolve the Agreement in whole or in part without notice of default with immediate effect and without judicial intervention and assign it to a third party, without Expectations being obliged to pay any compensation and without prejudice to any rights accruing to Expectations, including the right to full compensation if:
 - a. the Customer fails to comply with any obligation properly, in full and on time;
 - b. the Customer is granted a suspension of payment;
 - c. bankruptcy proceedings are instituted against the Customer;
 - d. the Customer's business is liquidated or terminated other than for the purpose of merging businesses;
 - e. one or more constituent parts of the Customer are seized;
 - f. an irrevocable custodial sentence is passed on the Customer or one of its subordinates;
 - g. Customer establishes its business outside the Netherlands;
 - h. a statement made by or on behalf of the Customer is contrary to the truth and/or a circumstance of importance to Expectations has been concealed;
 - i. a security provided to Expectations is void or voidable, or if a security promised by the Customer has not been provided in time or expires prematurely.

Expectations is never obliged to refund any money already received or to pay compensation on account of any such termination. In the event of the Customer's bankruptcy, the

right to use the Expectations Monitor made available to the Customer will lapse, by operation of law.

3. In the cases referred to in paragraph 2, the Customer will notify Expectations immediately and, pending instructions from Expectations, take appropriate measures to protect Expectations' interests.
4. Upon termination or cancellation of an Agreement, the Customer is no longer authorized to use the Expectations Monitor and all rights of use arising from the Agreement will lapse.

Article 12. non-competition clause

1. The Customer undertakes not to deliver the same or comparable products or services to others, or to have them delivered in any way, or to gain from them in any way whatsoever, during the use of the products and services of Expectations and for five years thereafter, without express written permission from Expectations.
2. In the event of a violation of the provisions of paragraph 1 of this article, Expectations is entitled to demand from the Customer an immediately due and payable fine of €10,000, without prior notice of default being required.

Article 13 Applicable law and choice of forum

1. All legal relationships between the Expectations and the Customer shall be governed by Dutch Law.
2. The competent court in the district of Gelderland, Arnhem will have jurisdiction in disputes between Expectations and the Customer.